

at Topock VIII-384-30-1
at Yuma XI-11 2-27-B California
at Blythe XI-Riv-64-F Document
file 33

STATES OF ARIZONA AND CALIFORNIA
AGREEMENT RESPECTING MAINTENANCE OF MUTUALLY
OWNED BRIDGES ACROSS COLORADO RIVER

Imps, Riv, & Bldg

THIS AGREEMENT, made and entered into this 29th
day of January, 1953, by and between the STATE OF ARIZONA,
acting by and through the Arizona Highway Department (hereinafter
sometimes referred to as "Arizona"), and the STATE OF CALIFORNIA,
acting by and through its Department of Public Works (hereinafter
sometimes referred to as "California") ("Arizona" and "California"
also sometimes hereinafter being referred to collectively as the
"States"),

WITNESSETH:

WHEREAS, the States mutually own three structures over the
Colorado River; namely, at Topock, Blythe, and Yuma, which structures
from time to time are in need of maintenance and repair; and

WHEREAS, it is desirable to set up a unified agreement for
maintenance of all three of these structures in order that the
interests of the public may be best served; and that the structures
may be made to give the most economical service life;

NOW, THEREFORE, in consideration of the foregoing and of
the promises of each of the parties hereto to be faithfully kept and
performed, it is agreed as follows:

Article 1. California shall:

Make inspections of said bridges on a regular schedule,
and prepare reports of maintenance and repair necessary thereon,
which reports shall be denominated "Bridge Reports". California
shall advise the Arizona Bridge Engineer at least two weeks in

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advance of such inspections in order that Arizona may have a representative present to participate in the inspection, if such be desired.

A separate Bridge Report shall be prepared for each individual structure, and a copy of each such report will be forwarded to the Bridge Department of Arizona.

Article 2. The States agree:

That if Arizona has any objection or suggestion concerning the proposed work recommended in any such report, Arizona will advise California of such objections within thirty (30) days after receipt of said report. Any objections and suggestions so reported will be resolved by mutual agreement of the parties.

In the absence of timely objection to the work recommended in any such Bridge Report, such work will be performed as follows:

Where the estimated cost of all maintenance and repair recommended in any such Bridge Report does not exceed the sum of One Thousand Dollars (\$1,000.00), then the maintenance crews of the California Division of Highways will proceed to perform such work.

Where the estimated cost of all maintenance and repair recommended in a Bridge Report exceeds the sum of One Thousand Dollars (\$1,000.00), then such work will be undertaken only after special conference between officials of the two States. Such work will be done in such manner as the States may agree, in writing, and the cost thereof shall be assumed by the States equally.

It is further understood, that in addition to work covered by Bridge Report, and independently of the recommendations of any such Report, such maintenance as in the judgment of California maintenance forces is necessary to preserve the structure in good operating condition and to prevent deterioration thereof shall be performed from time to time by California maintenance forces; provided however, that the cost of such maintenance so performed on any bridge shall not exceed the sum of Four Hundred Dollars (\$400.00) in any one month.

Article 3. The States agree:

That the division of cost for all repairs and maintenance including necessary detailed engineering is to be on a 50-50 basis. This is based on the benefits accrued from timely and economical maintenance and not on the bridge length within the two States.

Article 4. Arizona agrees:

To pay to California, promptly upon the receipt of bills 50% of the cost of work done in accordance with this agreement.

Article 5. The States agree:

That nothing contained herein is intended to affect or change in any way the responsibilities of each of the States for maintaining in a condition safe for the public such portions of said bridges as lie within the geographical limits of their respective boundaries.

Article 6. The States agree:

That this agreement supersedes any previous agreements concerning the maintenance of these three bridges, and shall be effective from date hereof until terminated by mutual consent or by 90 days notice in writing given by one party to the other.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, in duplicate, by their respective officers thereunto duly authorized, the day and year first above written.

Approved: *as to form:*

STATE OF ARIZONA

William C. Fay
Special Counsel
Arizona Highway Department

by

R. C. Perkins
R. C. PERKINS
State Highway Engineer

Approved:

STATE OF CALIFORNIA
Department of Public Works

G. T. McCoy
G. T. McCoy
State Highway Engineer

Frank B. Durkee
Director of Public Works

by

Robert E. Reed
Deputy Director

Approved as to Form
and Procedure:

V. R. Haulay
Attorney

Chief, Division of Contracts and Materials of P.W.D.

APPROVAL RECOMMENDED

F. W. PANDHORST

APPROVAL RECOMMENDED

APPROVAL RECOMMENDED

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS

I HEREBY CERTIFY, That the attached document is a true and correct copy of the original on file in the Department of Public Works. (Number of documents, if more than one, 4.)

ATTEST my hand and the seal of the Department of Public Works, this
26th day of April, 1973.

Robert E. Reed
Special Assistant
to the Director

Director of Public Works

By

Robert E. Reed

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COLORADO RIVER BRIDGE

AT YUMA

AMENDED AGREEMENT 05-20-75